**REQUEST FOR BOARD ACTION**

**ITEM NO.** 4.

**DATE OF MEETING:** January 3, 2012

**REQUESTED BY:** Rick Benton, County Manager

**SHORT TITLE:** Resolution Authorizing Purchase Order to and Financial Services Contract with Alvin W. Barrett, Jr. in an Amount Not-to-Exceed $7,500

**BACKGROUND:** Certain financial services may be necessary to be performed on behalf of the County in the absence of former County Finance Officer Dave McCole, until a new Finance Officer is hired and is on board. Deputy Finance Officer Ada Ammons will serve as interim finance officer, and will provide the day to day supervision of the finance department, however, assistance may be needed from time to time for specific financial tasks. A draft financial services contract is prepared for Board consideration, between the County and Alvin W. Barrett, Jr. Mr. Barrett is recently retired (July, 2011) as Finance Officer from Onslow County where he served 32 years. He served as the County's Finance Office for 25 years, and has also served as the Deputy County Manager.

The agreement provides for financial services on an as-needed basis at an hourly rate of $70 per hour, for the anticipated term required before a permanent Finance Officer is appointed by the County Manager. A copy of the proposed draft agreement is attached.

**SPECIFIC ACTION REQUESTED:** To consider a resolution authorizing a purchase order to and financial services agreement with Alvin W. Barrett, Jr. to provide certain financial services to Pender County.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

_____
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

the Board hereby authorizes a purchase order to and financial services agreement with Alvin W. Barrett, Jr. to provide certain financial services to Pender County. The amount of the purchase order shall not exceed $7,500 unless further authorized. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

Budget Account: 660-405404 Consultants

**AMENDMENTS:**

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: Brown___ Tate ___ Rivenbark ___ Ward___Williams ___

_____ _____
George R. Brown, Jr., Chairman Date

_____ _____
ATTEST Date

**NORTH CAROLINA** **FINANCIAL SERVICES CONTRACT**

**PENDER COUNTY**

THIS CONTRACT is made, and entered into this _____ day of _____, 20____, by and between the County of Pender, a political subdivision of the State of North Carolina (hereinafter referred to as "COUNTY", and Alvin W. Barrett, Jr. (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as hereinafter set forth, the parties hereto do mutually agree as follows:

1. **Scope of Services**
   CONTRACTOR hereby agrees to provide the services under this Contract pursuant to the provisions and specifications set forth in Attachment A (hereinafter referred to as "Services"). Attachment A is hereby incorporated herein and made a part of this Contract.

2. **Term of Contract**
   The term of this Contract is from December 19, 2011 to February 29, 2012 unless sooner terminated or extended as provided herein.

3. **Payment to Contractor**
   CONTRACTOR shall receive payment for services provided under this Contract based on an hourly rate of $70.00 per hour and an auto allowance of $35.00 per round trip to Pender County Offices. The hourly rate for out of county travel time is $35.00 per hour. Reimbursements for overnight travel, including lodging, transportation, etc. will be at the actual costs supported by receipts. Payments during the term of this contract shall not exceed the amount authorized by purchase order approved by the COUNTY. CONTRACTOR shall submit an itemized invoice to COUNTY within 5 days of the end of the month in which the services were performed, and upon approval of the invoice, COUNTY shall make payment to CONTRACTOR by the 15th day of the month.

4. **Independent Contractor**
   COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business licenses fees arising out of CONTRACTOR's activities in accordance with this Contract. CONTRACTOR shall perform the services required under this Contract in a professional manner consistent with the standards of applicable professional associations and licensing agencies.

5. **Insurance and Indemnity**
   CONTRACTOR shall indemnify and hold harmless COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential arising out of or resulting from CONTRACTOR's performance or actions under this Contract. This indemnification shall survive the termination of this Contract. In addition, CONTRACTOR shall comply with the North Carolina Worker's Compensation Act to the extent required by the Act in the performance of this Contract.

6. **Health and Safety**
   CONTRACTOR shall be responsible for compliance with all health and safety regulatory law and rules in the performance of this Contract.

7. **Governing Law**
This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions related in any way to this Contract shall be brought in the General Court of Justice in the County of Pender and the State of North Carolina.

8. **Termination of Contract**
This Contract may be terminated, without cause, by either party upon written notice to the other party.

9. **Extension of Contract Term**
This Contact may be extended beyond the term provided for herein upon written agreement of the parties.

10. **Successors and Assigns**
CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

11. **Compliance with Laws**
CONTRACTOR represents that it is in compliance with all federal, state and local laws, regulations or orders, as amended or supplemented. The performance of this Contract shall be carried out in strict compliance with all federal, state and local laws.

12. **Notices**
All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY of PENDER
Attention: County Manager
805 S. Walker Street
Burgaw, North Carolina 28425

Alvin W. Barrett, Jr.
1740 Blue Creek Road
Jacksonville, North Carolina 28540

13. **Audit Rights**
For all services provided under this Contract, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records or other writings related to the performance of this Contract. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within (1) week of the request for them by the COUNTY.

14. **COUNTY Not Responsible for Expenses of CONTRACTOR**
COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR in the performance of this Contract unless pre-approved by COUNTY.

15. **Entire Contract**
This Contract shall constitute the entire understanding between COUNTY and CONTRACTOR. This Contract may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this service Contract to be executed.

**CONTRACTOR**

By: _____ Date: _____

Alvin W. Barrett, Jr.

ATTEST:

_____ Date: _____

**PENDER COUNTY**

By: _____ Date: _____

Rick Benton, County Manager

ATTEST:

_____ Date: _____

This instrument has been preaudited in the
Manner required by the Local Government
and Fiscal Control Act

_____

Pender County Deputy Finance Officer

ATTACHMENT A
Services to be Performed

- Financial and accounting services related to issuance of debt for construction projects of the County
- Financial and accounting services related to FEMA documentation for Hurricane Irene disaster
- Financial, accounting, or consultation services on other County related financial matters that may arise during the term of this contract